



UNUM MEDIATION RULES

Version September 2018

1. General

- 1.1 If the parties have agreed that dispute resolution will take place by mediation in accordance with the UNUM mediation rules, the most recent version of these rules at the time of receipt by UNUM of a copy of the mediation request shall apply.
- 1.2 “UNUM” is the foundation Unum. Any messages which pursuant to these rules are sent to UNUM, are to be directed to the board of UNUM, for the attention of the secretary, whose contact information can be found at www.unum.world.
- 1.3 Where these rules refer to “mediator”, they refer to a neutral third party, qualified as such, who directs the mediation and assists the parties in resolving their dispute in accordance with the rules.

Where these rules refer to “arbitrators”, they refer to the sole arbitrator or to the three arbitrators who jointly resolve disputes by arbitration in accordance with the UNUM arbitration rules.

- 1.4 For the purposes of these rules, “in writing” shall also mean fax- and e-mail messages with confirmation of receipt.
- 1.5 If the parties or one of the parties has submitted their dispute to arbitration in accordance with the arbitration rules at the same time as the mediation request, the arbitration shall be deferred for the duration of the mediation, until the parties jointly, or one of the parties requests that the arbitration be continued, unless otherwise agreed by the parties in advance.

2. Request for mediation

- 2.1 If the parties have agreed to try to resolve their dispute(s) in the first instance by mediation, in accordance with the UNUM mediation rules, the parties or one of the parties may jointly request mediation from UNUM, in writing and with a brief description of the dispute. This request must be sent by regular mail, fax or e-mail, with copies to the other parties concerned.
- 2.2 A request must include the name, address, place of residence, e-mail address and (if possible) the VAT registration number of each of the parties involved.
- 2.3 After receiving the request, UNUM’s secretarial office will send the applicant(s) a confirmation thereof and an invoice for administrative costs.
- 2.4 In the event the mediation request is not jointly made by the parties, the other parties concerned must, within seven days of the submission of the mediation request, inform UNUM

in writing whether they are prepared to participate in the mediation and to make an effort, under the supervision of a mediator, to try to resolve their dispute in accordance with these rules.

3. Appointment mediator

3.1 The parties shall jointly appoint a mediator. In principle, the parties shall make an appointment within fourteen days of receiving the mediation request by UNUM. To this end, the parties may choose a mediator from the publicly available list of mediators as prepared by UNUM.

3.2 UNUM will provide parties, who so request, with advice regarding available mediators and will, if necessary, assist them with the appointment.

If the parties do not wish to contact the mediator directly, they may notify UNUM in writing of the mediator they have chosen. After receipt of this information, UNUM informs the mediator of the application and the choice made, after which the mediator can contact the parties himself.

3.3 As soon as the mediator has accepted his appointment, the parties shall inform UNUM of the appointment.

3.4 The mediator who has accepted his appointment in accordance with these rules, thus accepts the operation and validity of these rules.

3.5 Depending on the dispute and its scope, the mediator may propose to the parties that one or more mediators be appointed, after which the mediation shall continue in “co-mediation”.

3.6 A mediator who has accepted his commission may, at his own request or at the joint request of the parties, be released from his assignment.

4. Proceedings

4.1 For the purpose of mediation, a digital file will be created within UNUM's secure internet environment, which may be used by the parties to store documents.

4.2 Unless the parties agree otherwise, mediation shall take place in the Dutch language if all parties to the proceedings are established in the Netherlands and in the English language in all other cases.

4.3 The parties and the mediator have an obligation to use their best endeavors to ensure that the mediation proceeds expeditiously.

Commencement of mediation

4.4 Immediately after his appointment, the mediator shall draw up a draft mediation agreement and send it to the parties.

4.5 The mediation shall commence after the parties involved and the mediator(s) have signed the mediation agreement, unless another date has been agreed.

- 4.6 A copy of the signed mediation agreement shall be sent by the mediator to UNUM and shall be stored in the digital file created for the mediation in question within UNUM's secure internet environment.

Mediator

- 4.7 The mediator shall assist the parties in the mediation and, after consulting the parties involved, shall determine the manner in which the mediation shall be conducted.

The mediator's work consists of guiding and assisting the parties in the search for a solution to their dispute during mediation meetings. In addition, the work may include contact with the parties (electronic, written or by telephone), study of documents, contact with third parties and drawing up agreements, all this as from the appointment of the mediator.

- 4.8 The mediator shall contact the parties immediately after his appointment to discuss the course of the mediation, to agree on rules of procedure if necessary and to schedule an initial mediation meeting.
- 4.9 The mediator shall be permitted to communicate separately and confidentially with the parties.
- 4.10 The mediator shall be permitted to obtain information from third parties or in any other way, after a proposal to that effect has been discussed with all parties and they have jointly agreed to it.

The parties

- 4.11 The parties shall attend the mediation meetings in person or, in the case of legal entities, represented by the person who is authorized by the articles of association to bind the legal entity. If a party is represented at the mediation, the representative must be authorized to carry out all (legal) acts necessary for the mediation. At the request of the mediator, a written power of attorney must be produced showing the representative authority.
- 4.12 The parties are permitted to be assisted by counsellors, experts or other advisers during the mediation, provided that the mediator and the other parties involved have been informed of this in good time and prior to the mediation meeting.

These counsellors, experts and other advisers undertake and guarantee to comply with these regulations and in particular with the provisions on confidentiality laid down in article 5 hereof, and, if so requested, shall confirm this in writing to the mediator, the other parties involved and UNUM.

- 4.13 Mediation takes place on a voluntary basis of the parties. A party may terminate the mediation at any time.
- 4.14 Unless, in accordance with article 1.5 of these rules, the parties have submitted their disputes to arbitration at the same time as the request for mediation, the parties shall not, for the duration of the mediation, institute any other legal proceedings or take any other legal measures against each other, with the exception of protective measures.

Arbitration or binding decision

- 4.15 During a mediation, the parties may agree that they wish to have part of their dispute settled in arbitration, by means of a binding opinion, in legal proceedings or otherwise.
- 4.16 If, during a mediation, the parties agree that they wish their dispute to be settled, in whole or in part, by arbitration or a binding opinion, the mediator shall not be allowed to act as arbitrator, binding adviser or secretary in any such arbitration or binding opinion procedure, unless all the parties have expressly and unconditionally agreed to this in writing.

Termination of mediation

- 4.17 The mediation shall end:
- a. by the signing of a settlement agreement as referred to in article 6, followed by a notification thereof by the mediator to the parties and UNUM;
 - b. by a written notice from the mediator to the parties and UNUM, indicating that the mediation has ended without a settlement agreement having been concluded;
 - c. by a written notice from one of the parties to the mediator, the other parties involved and UNUM, in which the party indicates that it will terminate the mediation.

5. Confidentiality

- 5.1 The parties, the mediator, UNUM and all other parties involved in the mediation, as referred to in articles 4.11 and 4.12 of these rules, shall refrain from making any statements to third parties - including judges or arbitrators - about the course of the mediation, the positions taken in the mediation by the parties or persons present, proposals made or the information provided in the mediation orally or in writing, directly or indirectly
- 5.2 The parties, the mediator, UNUM and all other parties involved in the mediation as referred to in articles 4.11 and 4.12 of these rules, undertake not to disclose, quote, cite, paraphrase or otherwise refer to documents to third parties - including judges or arbitrators - if these documents were first disclosed, produced or otherwise disclosed in the mediation and these documents were not or could not have been known to the parties prior to the mediation, for example from public sources, with the exception of the parties' own documents which would also have been submitted as evidence to the judge or arbitrator in proceedings before the court or in arbitration.

Documents as referred to in this article shall in any case include: the mediation agreement, correspondence conducted by the parties or the mediator within the framework of the mediation or notes and reports drawn up, as well as all data carriers such as audio tapes, videotapes, photographs and digital files in any form whatsoever of the mediation.

- 5.3 The parties waive their right to use what has become apparent during the mediation as evidence, including the communications and documents referred to in paragraphs 1 and 2 of this article, and/or waive their rights to summon each other, the mediator, all other parties involved in the mediation as referred to in articles 4.11 and 4.12 of these rules, and persons working for or involved in UNUM, as witnesses or to have them heard in any other way, all in the broadest sense of the word.

By declaring these mediation rules applicable, the parties have entered into an agreement as to burden of proof to this effect.

- 5.4 The mediator shall treat all information provided to him by a party without the presence of the other parties involved as confidential, unless the party expressly authorizes the mediator to share this information and to submit same to the mediation.
- 5.5 This article shall not apply in the case of:
- a. information about criminal acts for which there is a statutory obligation to report, or a statutory right to report;
 - b. information on an impending crime;
 - c. complaints-, disciplinary-, or liability proceedings against the mediator, in which case the mediator shall be released from his confidentiality obligation insofar as this is necessary in order to defend himself and/or to be able to invoke his professional liability insurance.

6. Settlement agreement

- 6.1 Agreements made between the parties in the course of the mediation shall only be binding on them insofar as they have been recorded in writing, signed by them and expressly state that the agreements remain in force, even if the mediation does not lead to any further settlement.
- 6.2 The mediator guarantees that what the parties have agreed upon in order to resolve their dispute(s) in whole or in part will be laid down in a settlement agreement.
- 6.3 The parties themselves are responsible for the content of the settlement agreement. The mediator is not liable for the content of the agreement to be concluded by the parties, the performance or non-fulfilment thereof the resulting consequences and damage, if any.
- 6.4 Unless otherwise agreed, the content of the settlement agreement remains confidential and is subject to the confidentiality clause as set out in article 5 of these rules. In that case, the content of the settlement agreement may only be submitted to the court or to arbitration if this is necessary in order to demand performance thereof.

7. Costs

- 7.1 The costs of the mediation consist of the administrative costs of UNUM and the fees and other costs of the mediator(s).
- 7.2 The parties are liable to UNUM and the mediator for the mediation costs in proportion to the administrative costs they must pay and the deposit they have paid or still must pay. The mediation costs shall be payable in full, even if the mediation is not continued for any reason whatsoever.

Administrative costs and costs of e-mediation

- 7.3 With regard to mediations registered in accordance with these rules, administrative costs are irrevocably payable to UNUM, as determined and published by the board of UNUM. The administration costs amount to € 950. These administration costs shall remain due, even if the request for mediation does not lead to mediation or if the mediation does not take place or is terminated prematurely.

- 7.4 Unless otherwise agreed between the parties, the administrative costs shall be charged to the party or parties who have submitted the request for mediation. If the application has been submitted by several parties, each of them will be charged a proportional part of the administrative costs.
- 7.5 If the administrative costs are not paid within fourteen days of receipt of UNUM's invoice, the mediation request shall be deemed to have been withdrawn and UNUM shall terminate the mediation request.

The fee and other costs mediator

- 7.6 The appointed mediators shall work on the basis of an hourly rate as determined and published by the board of UNUM.
- If the parties and the mediator agree on rates other than those set and published by UNUM, the mediator shall immediately inform UNUM thereof.
- 7.7 Other costs shall be the costs incurred by the mediator for the purposes of mediation, such as office costs, travel expenses, the costs of an expert appointed by the mediator and the costs of an interpreter.
- 7.8 The mediator may require the parties to make a deposit from which, as far as possible, the costs of the mediation shall be paid.
- 7.9 As soon as possible after his appointment, the mediator shall determine, in consultation with the parties, the amount of the deposit, as well as which party or parties are obliged to pay the deposit, or in what proportions the parties involved will pay the deposit. On behalf of the mediator, UNUM shall request the designated party or parties to pay the deposit into UNUM's third-party account.
- 7.10 The mediator may request a supplement to the deposit at any time. The mediator himself shall ensure that there are sufficient funds in the deposit to be able to pay the mediation costs. UNUM is not under the obligation to pay any costs that are not covered by the depot. No interest shall be paid on the amount of the deposit paid.
- 7.11 The mediator shall be obliged and shall undertake to suspend the mediation as long as the administrative costs charged by UNUM have not yet been paid in full.
- 7.12 The mediator is authorized to suspend the mediation as long as the requested deposit has not been paid in full.

8. Final provisions

- 8.1 The board of UNUM may make amendments to these rules. The amendments shall not apply to mediations that are already pending.
- 8.2 In cases not provided for in these rules and in the event that the parties fail to reach agreement, UNUM shall decide or, if a mediator has already been appointed, the mediator shall decide.

- 8.3 UNUM, a board member in person and/or a mediator shall not bear any liability for any acts or omissions in relation to mediation to which these rules apply, unless there is intent or deliberate recklessness on the part of the person or legal entity concerned with regard to the damage suffered in the specific case. Any liability on the part of such persons shall be limited to a maximum of the amount paid out by its professional liability insurer in the case in question.

Except in the case of intent or deliberate recklessness, the parties shall indemnify and compensate UNUM, its board members and the mediator(s) in respect of all claims which a third party may bring against them at any time and which relate to acts or omissions during the mediation in question.

- 8.4 The legal relationship between UNUM and/or its board members on the one hand and a party or a mediator on the other hand is governed by Dutch law and the parties undertake to resolve any disputes between them in the first instance by means of mediation in accordance with the MfN mediation regulations. If the mediation does not lead to a (complete) solution of the dispute, the dispute shall be submitted to the exclusive jurisdiction of the Court of Rotterdam.
- 8.5 Complaints about mediators may be addressed to UNUM in writing, sending a copy to the mediator concerned and to the other parties involved. If, after hearing the mediator, the complaint is found to be well-founded, UNUM shall issue written guidelines to the mediator concerned and shall urge him or them to comply strictly with these guidelines.
- 8.6 If the mediator is an MfN registered mediator, he may declare the MfN mediation rules applicable in addition to these UNUM mediation rules, as well as the rules of conduct laid down by the MfN. In the event of any discrepancy between these UNUM mediation rules and the MfN mediation rules, the text of the former shall prevail.
- 8.7 The Dutch text of these rules is the only authentic text. In the event of any discrepancy between the Dutch text and any text in another language, the Dutch text shall prevail.
- 8.8 In the context of mediation, it is necessary for UNUM and the mediator to process personal data. This may also involve sensitive and/or special personal data of the parties. The parties expressly grant UNUM and the mediator permission to process their personal data in accordance with UNUM's and the mediator's privacy statements. This permission is required in order to start the mediation proceedings.